



CYNTHIA D. BANKS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

June 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT FISCAL YEAR (FY) 2006-07 OLDER AMERICANS
ACT (OAA) TITLES III, VII, STATE BLOCK GRANT, HEALTH INSURANCE
COUNSELING AND ADVOCACY PROGRAM (HICAP) GRANT AWARDS AND
FUNDING RECOMMENDATIONS, AND APPROVAL TO EXTEND THE CURRENT
INTEGRATED CARE MANAGEMENT (ICM) CONTRACT
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or designee, to accept the FY 2006-07 Older Americans Act (OAA) Titles III, VII, and State Block Grant award of \$20,929,150 (Contract # AP-0607-19) and the Health Insurance Counseling and Advocacy Program (HICAP) grant award of \$846,113 (Contract # HI-0607-19) for a total grant amount of \$21,775,263 from the California Department of Aging (CDA) for the provision of nutrition and supportive services for older adults aged 60+, disabled adults aged 18+, and caregivers.
2. Authorize the Director of CSS, or designee, to accept future FY 2006-07 OAA Titles III, VII, State Block Grant, and HICAP funding augmentations from the CDA, provided that the Director of CSS, or designee, notifies your Board and the Chief Administrative Office (CAO) in writing within ten workdays of accepting the augmentation.
3. Authorize the Director of CSS, or designee, to execute all contracts with the CDA required for acceptance of the OAA Titles III, VII, State Block Grant, and HICAP funding after County Counsel approval.

4. Authorize the Director of CSS, or designee, to negotiate and execute contracts with 41 service providers in the amount of \$14,297,412 as indicated on Attachment A for the provision of nutrition, caregiver, and supportive services effective July 1, 2006 to June 30, 2007. These contracts are funded by OAA Titles III, VII, State Block Grant and HICAP grant awards. All contracts will be in substantially similar form to Attachment A-1. County Counsel has reviewed the contract template and has approved its use for these contracts. County Counsel will approve each contract as to form prior to execution.
5. Delegate authority to the Director of CSS, or designee, to execute contract amendments with the 23 service providers in the amount of \$4,267,815 as indicated on Attachment B for the continued provision of the Integrated Care Management (ICM) Program services on a month-to-month basis not to exceed 12 months effective July 1, 2006 to June 30, 2007. These contracts are funded by OAA Titles III-B and III-E, Adult Protective Services (APS) funds, Linkages State Funded (AB 2800), and Linkages Disabled Parking Violation Fees (AB 764). All amendments will be in substantially similar form to Attachment B-1. County Counsel has reviewed the amendment template and has approved its use for these contracts. County Counsel will approve each amendment as to form prior to execution.
6. Authorize the Director of CSS, or designee, to execute contract amendments to increase or decrease contract amounts based on contractor performance and availability of funding, after County Counsel approval as to form, provided that: (a) the amount of change does not exceed 25% of the original contract amount for OAA contracts; (b) the amount of change does not exceed 25% of the amended contract amount for ICM contracts; (c) approvals of County Counsel and the CAO are obtained prior to any such amendment; and (d) the Director of CSS, or designee, confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy on requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year CSS receives grant awards, including funding augmentations, from the CDA for the OAA, State Block Grant, HICAP programs and the ICM Programs. The recommended actions are necessary for CSS' continued administration of nutrition, caregiver and supportive services programs to older adults aged 60+, disabled adults aged 18+, and caregivers in its Planning and Service Area (PSA) 19, Los Angeles County, excluding the City of Los Angeles.

The three-year funding cycle for the ICM Program expired in FY 2004-05. At that time, CSS received approval from the CDA, the California Department of Social Services (CDSS) and your Board to extend the existing ICM Program contracts for one year through FY 2005-06. Due to delays associated with the incorporation of recommendations provided by an independent consultant, CSS is requesting authority from your Board to extend the existing ICM Program contracts for another year. The CDA and CDSS have approved this additional extension. CSS anticipates releasing the ICM Request for Proposal (RFP) by September 2006.

In addition, in the current fiscal year, CSS is projecting a deficit in its Administration Budget for the Area Agency on Aging (AAA) programs. This deficit is primarily due to the programmatic responsibilities and operational costs including staffing of the AAA programs. Federal and state funding of the AAA programs has not increased to support the necessary level of staffing and other program requirements to meet state mandates; and as a result, AAA program costs exceed available funding. CSS has been operating with vacancies and has implemented austerity measures over its services and supplies expenditures but has, however, been unable to reduce its AAA costs to remain within available funding. The 2005-06 deficit will be mitigated through the use of NCC previously approved by your Board and budgeted in Provisional Financing Uses. The department is currently reviewing its programmatic responsibilities and costs to administer the AAA programs and associated contracts and will jointly work with the CAO to provide your Board a deficit mitigation strategy by August 30, 2006.

Performance Measures

To comply with federal and state funding source requirements, CSS has developed performance standards to measure program effectiveness:

- The percentage of caregivers whose ability to provide care has increased or improved as a result of the support services provided;
- The percentage of participants that reported improved social functions and emotional well-being; and
- The percentage of participants that are minority, low-income, disabled and aged 75+ exceeds the national average.

Agencies are required to develop benchmark criteria for each performance standard. CSS will assess the agencies' performance during each monitoring visit.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility.

FISCAL IMPACT/FINANCING

The FY 2006-07 nutrition and supportive services programs for older adults are planned to be fully financed using OAA Titles III and VII, State Block Grant, and HICAP funding, and funding for these programs is already reflected in the FY 2006-07 Proposed Budget. As reflected in CSS' proposed budget, funding for APS services will be reduced by \$1,100,000. Contractors have been informed that after they exhaust the APS allocation, no additional funding will be available from this source. Furthermore, as stated in the Purpose and Justification section, the department is currently reviewing its programmatic responsibilities and costs to administer the AAA programs and associated contracts, and will jointly work with the CAO to provide your Board a deficit mitigation strategy by August 30, 2006.

The funding breakdown for the AAA programs is as follows:

Contracts for provision of nutrition, caregiver, and supportive services	\$14,297,412
*ICM (OAA and AB 2800 funding only)	\$2,542,815
Provision of services at County-operated senior centers	\$739,189
Program Development or Coordination	\$523,846
Administrative services and support	\$1,558,051
Automation/MIS System	\$649,428
Info Vans	\$86,000

Unallocated Funds:

Nutrition Services Incentive Program (NSIP)	\$1,378,522
Total	\$21,775,263

*The ICM Program is funded with multiple funding sources including OAA Title III B (\$1,534,742); OAA Title III-E (\$390,258); Adult Protective Services/APS (\$1,100,000); Linkages State Funded/AB 2800 (\$617,815); and the Linkages Disabled Parking Violation Fees/AB 764 (\$625,000). Total funding for this program will be \$4,267,815.

As reflected in CSS' proposed budget, funding for APS services will be reduced by \$1,100,000. Contractors have been informed that after they exhaust the APS allocation, no additional funding will be available from this source.

The \$739,189 for senior centers represents CSS staffing and other program costs to directly operate senior centers within Los Angeles County. Center activities include outreach, information and assistance to caregivers, the distribution of flyers, direct mailings, and a bimonthly news magazine.

The \$523,846 in Program Development or Coordination funds are program funds the CDA allows CSS to use for completing specific goals and objectives outlined in the state-approved Los Angeles County Area Plan. CSS staff directly works on the development or expansion of programs and services and liaison with other agencies and community organizations to enhance programs and services for older persons.

The \$1,558,051 is allocated by the CDA for administrative costs to be used for salaries and employee benefits, services and supplies and indirect costs.

The \$649,428 of program funds are used for support services including the operational costs associated with the maintenance of the existing management information systems and the Community Connection website and refining the web-based Nutrition Program module.

The \$86,000 will be used for staffing and operating costs for Info Vans including maintenance and fuel. The Info Vans circulate throughout the County and provide direct outreach for community events.

Unallocated Funds

The \$1,378,522 Nutrition Services Incentive Program (NSIP) is an additional subsidy that is available throughout the fiscal year for the nutrition services providers based on the number of meals served.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ICM program provides comprehensive case management services to functionally impaired adults and older adults through the integration of multiple case management programs and their funding streams.

The three-year funding cycle for the ICM Program expired in FY 2004-05. In FY 2004, CSS obtained approval from the CDSS and your Board to extend the ICM program contracts with 23 providers for one year for the period of July 1, 2005 through June 30, 2006.

The RFP process for the ICM program was delayed because CSS wanted to incorporate the evaluation and redesign recommendations to the ICM program, which was conducted by an independent consultant. The evaluation and redesign was partially completed by late fall 2005. To avoid any interruption of services, CSS obtained approval from the CDSS to extend the ICM contracts with the 23 providers for an additional one-year period from July 1, 2006 through June 30, 2007.

CSS anticipates releasing an RFP by September 2006 to procure ICM contractors to provide services.

CONTRACTING PROCESS

All agencies being recommended for funding were successful in the RFP processes conducted by CSS (OAA Titles III and VII, State Block Grant, and HICAP-funded programs in FY 2002-03 and the ICM Program in FY 2001-02). Each of the recommended service providers has demonstrated satisfactory contract performance during each funding cycle. Forty-one agencies listed on Attachment A and 23 agencies listed on Attachment B are being recommended for funding with this action.

OAA Titles III and VII, State Block Grant, and HICAP-Funded Programs

As a state-designated AAA, CSS is required to conduct an open-competitive bid process every four years to solicit proposals and to fund those agencies qualified in providing services to the elderly using OAA Titles III and VII, State Block Grant, and HICAP funds.

In FY 2002-03, CSS conducted an open-competitive RFP process for OAA Titles III and VII, State Block Grant, and HICAP-funded programs for a four-year period from July 1, 2003 through June 30, 2007.

Contracts are renewed annually upon Board approval in each four-year funding cycle.

Fiscal Year 2006-07 is the fourth year of the current four-year OAA Titles III and VII, State Block Grant, and HICAP-funding cycle.

ICM Program

In FY 2001-02, CSS conducted an open-competitive RFP process for the ICM program for a three-year period from July 1, 2002 through June 30, 2005. The contracts were extended, in accordance with approval from the CDA, the CDSS and your Board, through FY 2005-06. CSS has already received approval from the CDA and the CDSS to extend these contracts for one additional year through FY 2006-07.

The CAO has reviewed and concurs with the recommended actions.

Monitoring

Monitoring of the nutrition, supportive services, and caregiver support programs will be conducted on an annual basis and will include administrative and programmatic monitoring to ensure contract compliance. Program monitoring is accomplished through the CSS Contract Compliance Division. Fiscal compliance monitoring will be conducted biannually by an approved vendor procured through the Auditor-Controller.

Attachment C provides each contractor's status with regard to minority and women participation and ownership of agencies and business enterprises.

IMPACT ON CURRENT SERVICES

The recommended actions will enable the continuation of current services such as home-delivered and congregate meals, supportive services, in-home assistance, legal services, care management, and Alzheimer's Day Care Resource Centers and will assure seamless delivery of services to clients.

Respectfully submitted,

A handwritten signature in black ink, reading "Cynthia D. Banks". The signature is fluid and cursive, with the first name "Cynthia" being more prominent and the last name "Banks" following in a similar style.

Cynthia D. Banks
Director

Attachments (5)

c: David E. Janssen
Raymond G. Fortner, Jr.
Sachi A. Hamai
J. Tyler McCauley

**LOS ANGELES COUNTY AREA AGENCY ON AGING
FY 2006-2007 - OAA
FUNDING RECOMMENDATIONS**

Attachment A

	AGENCY	SERVICES	SPA	SUPERVISORIAL DISTRICT(S)	FUNDING TOTAL
1	Alzheimer's Association of Los Angeles	Caregiver Support Services	1,8	3,4	\$62,891
2	Antelope Valley Committee on Aging	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	1	5	\$408,544
3	Azusa, City of	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	3	1	\$93,774
4	Behavioral Health Services	Caregiver Support Services, Home Base Care	8	4	\$144,738
5	Bet Tzedek	Legal Assistance	ALL	ALL	\$280,000
6	Burbank, City of	Congregate Meals, Home Delivered Meals	2	5	\$282,792
7	Casa Maravilla	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	7	1	\$514,205
8	Center for Health Care Rights	Health Insurance Counseling and Advocacy Program (HICAP)	ALL	ALL	\$853,481
9	Claremont, City of	Congregate Meals	3	5	\$86,444
10	Consulting Nutritional Services	Dietary Administrative Support Services	ALL	ALL	\$260,364
11	Culver City	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	5	2	\$120,299
12	Dickinson Community Lighted Schools	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	6	2	\$331,524
13	El Monte, City of	Congregate Meals	3	1,5	\$77,369
14	ESCAPA/Chinatown Social Services	Caregiver Support Services, Home Based Care	2,3,4,5,6, 7,8	ALL	\$359,825
15	Food & Nutrition Management Services, Inc.	Nutrition Screens, Counseling, Interventions, Training of Nutrition Providers	ALL	ALL	\$366,800
16	Gardena, City of	Congregate Meals, Home- Delivered Meals, Telephone Reassurance, Home Based Care	8	2	\$322,526
17	Glendale City of Parks, Recreation and Community Services	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	2	5	\$187,270

**LOS ANGELES COUNTY AREA AGENCY ON AGING
FY 2006-2007 - OAA
FUNDING RECOMMENDATIONS**

Attachment A

	AGENCY	SERVICES	SPA	SUPERVISORIAL DISTRICT(S)	FUNDING TOTAL
18	Heritage Clinic	Alzheimer's Day Care Resource Center	3	5	\$91,093
19	Human Services Association	Congregate Meals, Home- Delivered Meals, Telephone Reassurance, Alzheimer's Day Care Resource Center	6,7	1,2,4	\$1,717,261
20	Inglewood, City of	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	5,8	2	\$364,010
21	Jewish Family Services of Los Angeles	Congregate Meals, Home- Delivered Meals, Telephone Reassurance, Alzheimer's Day Care Resource Center	2,4,5	1,2,3,5	\$213,073
22	Just Rite Community Programs, Inc.	Home Based Care	2,6,8	2,3,4,5	\$245,153
23	Life Steps Foundation	Alzheimer's Day Care Resource Center	5,8	2	\$91,092
24	Little Tokyo Community Development Corporation, Inc.	MENTORS Project (Multi- Ethnic Network for Training, Outreach, and Resources for Senior	7	1,4	\$192,527
25	Los Amigos LAREI	Alzheimer's Day Care Resource Center	7	1,4	\$91,092
26	Norwalk, City of	Home Based Care	7	4	\$69,029
27	Oldtimers Foundation	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	6,7	1,2,4	\$977,209
28	Partners in Care Foundation	Alzheimer's Day Care Resource Center	2,3	5	\$91,092
29	Pomona, City of	Congregate Meals	3	1	\$138,375
30	Pomona Valley Committee on Aging/CSS	Caregiver Support Services	3	1,4,5	\$60,175
31	San Gabriel Valley YWCA	Congregate Meals, Home- Delivered Meals, Telephone Reassurance	3	1,4,5	\$1,229,642
32	Santa Anita Family Services	Caregiver Support Services, Home Based Care	3	1,5	\$549,561
33	Santa Clarita Valley Committee on Aging	Congregate Meals, Home- Delivered Meals, Telephone Reassurance, Home Base Care, Alzheimer's Day Care Resource Center	1,2	3,5	\$610,476

**LOS ANGELES COUNTY AREA AGENCY ON AGING
FY 2006-2007 - OAA
FUNDING RECOMMENDATIONS**

Attachment A

	AGENCY	SERVICES	SPA	SUPERVISORIAL DISTRICT(S)	FUNDING TOTAL
34	Santa Monica, City of	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	5	3	\$160,553
35	South El Monte, City of	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	3	1	\$90,227
36	Southeast Area Social Services Funding Authority/ SASSFA	Congregate Meals, Home-Delivered Meals, Telephone Reassurance, Caregiver Support Services, Home Based Care	7	1,4	\$615,254
37	Special Services for Groups	Caregiver Support Services	6,7,8	2,4	\$54,324
38	Torrance/ South Bay YMCA	Congregate Meals, Home-Delivered Meals	8	2,4	\$169,480
39	USC/ Los Angeles Caregiver Resource Center	Caregiver Support Services	1,2,6,7,8	1,2,4,5	\$153,571
40	West Covina, City of	Congregate Meals	3	1,4,5	\$87,501
41	WISE Senior Services	Long-Term Care Ombudsman, Prevention of Elder Abuse, Alzheimer's Day Care Resource Center	ALL	ALL	\$1,482,796
	TOTAL		ALL	ALL	\$14,297,412

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

NAME OF CONTRACTOR

FOR OLDER AMERICANS ACT (OAA) SERVICES

Department of Community and Senior Services (DCSS)
Contracts Management Division
3175 West Sixth Street
Los Angeles, California 90020

July 2006

COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES
OAA SERVICES CONTRACT

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EXHIBIT A: MANDATED PROGRAM REQUIREMENTS

Exhibit A-1 Congregate Meal Services Program (C-1)

Exhibit A-2 Home-Delivered Meals Program (C-2)

Exhibit A-3 Family Caregiver Support Program

Exhibit A-4 Home-Based Care Program

Exhibit B Statement of Work/ Proposed Program Services

Exhibit C Performance Requirements Summary

Exhibit D Budget

Exhibit E Pricing Schedule

EXHIBIT F: ATTACHMENTS

Attachment I CONTRACTOR's Administration

Attachment II COUNTY'S Administration

Attachment III Charitable Contributions Certification

Attachment IV Internal Revenue Notice 1015

Attachment V Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)

Attachment VI Safely Surrendered Baby Law Fact Sheet

Attachment VII CONTRACTOR'S Equal Employment Opportunity (EEO) Certification

Attachment VIII CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement

Attachment IX CONTRACTOR'S Non-Employee Acknowledgement and Confidentiality Agreement

Attachment X Auditor-Controller Contract Accounting and Administration Handbook

Attachment XI User Complaint Report (UCR)

Attachment XII	Cost Allocation
Attachment XIII	Joint Revenue Disclosure
Attachment XIV	CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment XV	Program Purchase Inventory
Attachment XVI	Inventory Control Form
Attachment XVII	Inventory Disposal and Salvage Policies and Procedures

Contract Number: _____

COUNTY OF LOS ANGELES
OLDER AMERICANS ACT SERVICES

This Contract is made and entered into this **1st** day of **July 2006**, by and between the County of Los Angeles hereinafter referred to as "COUNTY" and **NAME OF CONTRACTOR**, located at **ADDRESS OF CONTRACTOR** hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, pursuant to the California Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, COUNTY desires to provide **NUTRITION AND SUPPORTIVE SERVICES**; and

WHEREAS, pursuant to the provisions of the Older Americans Act (Title 42 Chapter 35, Section 3001 et seq. of the U.S. Code) and the Older Californians Act (OCA) Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq.), the California Department of Aging (CDA) is designated to administer the OAA/OCA for establishing quality supportive services including nutrition services, in the Congregate Meal Services Program; Home-Delivered Meals Program; Family Caregiver Support Program; and Home-Based Care Grant Program (hereinafter referred to as the "Program(s)"), and

WHEREAS, the COUNTY has submitted an Area Plan for Aging Programs services to the State of California (hereinafter referred to as the "State") that has been approved by the State, which contains COUNTY's plan to provide Program services to the COUNTY's older and functionally impaired population, and according to which the State is to provide County with Federal and State General Funds to implement COUNTY's Area Plan for Aging Programs in accordance with the OAA and OCA and all regulations and directives thereto which are promulgated by HHS and by State; and

WHEREAS, the COUNTY and the State have entered into a grant agreement, Contract Number AP-0607-19, to fund the Program activities administered by the County within its jurisdictional boundaries.

WHEREAS, pursuant to the provisions of said grant agreement, COUNTY has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services;

WHEREAS, CONTRACTOR shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the programs in order to ensure that all goals and objectives are achieved as contracted;

WHEREAS, for purposes of this Agreement, (1) "Elderly Persons" shall mean any person aged sixty or over, (2) "Dependent Adult" means any person residing in the service areas, between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

WHEREAS, CONTRACTOR agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before Congress.

NOW THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 6.0, "Budget Amendment" and signed by both parties.
- 1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Mandated Program Requirements, Statement of Work according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	Internal Revenue Notice 1015
Attachment V.	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII.	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	CONTRACTOR'S Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Funding Disclosure
Attachment XIV.	Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment XV.	Program Purchase Inventory
Attachment XVI.	Inventory Control Form
Attachment XVII.	Inventory Disposal and Salvage Policies and Procedures

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work/Proposed Program Services, Exhibit B.
- B. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work/Proposed Program Services.
- C. "COUNTY's Contracts Management Manager" (CMM): COUNTY representative responsible for daily management of programmatic operations.
- D. "COUNTY's Contracts Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- E. "Day" or "Days": Calendar day(s) unless otherwise specified.
- F. "DCSS": COUNTY's Department of Community and Senior Services
- G. "Director": COUNTY's Director of Community and Senior Services or her authorized designee.
- H. "Fiscal Year(s)": The twelve (12) month period beginning July 1st and ending the following June 30th.
- I. "Program": The work to be performed by CONTRACTOR as defined in Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work/Proposed Program Services.
- J. "Subcontract": A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM AND TERMINATION

- 2.1 The term of this Contract shall commence on July 1, 2006 and shall continue through June 30, 2007, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 Such option and extension shall be exercised at the sole discretion of the Director, provided that approval of County's Chief Administrative Office (CAO) is obtained prior to any such extension.

- 2.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices, of this Contract.

3.0 CONTRACT SUM

- 3.1 COUNTY and CONTRACTOR agree that this is a **fee for services Contract based on a firm fixed price**. During the term of this Contract, COUNTY shall compensate CONTRACTOR on a fee for services basis for supplying the services set forth in Exhibit A, Mandated Program Requirements at the rate of compensation set forth in Exhibit B, Statement of Work/Proposed Program Services.
- 3.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 3.3 The total amount payable under this Contract is _____ Dollars. (\$_____), hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the contract years shall not exceed (enter alpha dollar amount. For example: "Four Million, Seven Hundred Seventy One Thousand, Eight Hundred Ninety-Six" Dollars (\$ (enter numerical dollar amount. For example: "4,771,896"), hereinafter referred to as "Maximum Annual Contract Sum".
- 3.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices, of this Contract.
- 3.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services

rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit D, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 6.0, Budget Amendment, hereof, CONTRACTOR shall prepare and submit an amended Budget.
- 3.7 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 4.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Community and Senior Services
Contracts Management Division
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24

Los Angeles, CA 90020

Such certificates or other evidence shall:

- 4.1.1.1 Specifically identify this Contract;
 - 4.1.1.2 Clearly evidence all coverage required in this Contract;
 - 4.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 4.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- 4.1.3 Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 4.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 4.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

4.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

4.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

4.1.6.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

4.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY's **Contract Compliance Manager**.

4.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

4.1.7 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

4.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

4.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

4.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

4.2 Insurance Coverage Requirements:

- 4.2.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Such insurance shall name the County as additional insured. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's Program address and the signature/date of the insurance representative.

- 4.2.2 Automobile Liability insurance written on Insurance Service Organization (ISO) policy form CA 00 01 or its equivalent with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- 4.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 4.2.4 Crime Coverage: A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this Contract, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages,

both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.

4.2.5 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

4.2.6 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment: Special form ("all risk") coverage for actual cash value of County-owned or leased property.

Real Property and All Other Personal Property: Special form ("all risk") coverage for the full replacement value of County-owned or – leased property.

5.0 INVOICES AND PAYMENTS

5.1 The CONTRACTOR shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this CONTRACT. The CONTRACTOR's payments shall be as provided in Exhibit E, Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.

5.2 CONTRACTOR's invoices shall be priced in accordance with Exhibit E, Pricing Schedule.

5.3 The CONTRACTOR's invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work/Proposed Program Services, describing the tasks, deliverables,

goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4 CONTRACTOR shall submit monthly invoices in arrears to COUNTY no later than the 10th calendar day of the month in which services were rendered or actual expenditures were invoiced. If the 10th falls on a Saturday, Sunday, or national holiday, the invoices are due the following business day. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. COUNTY may, at its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

5.5 CONTRACTOR shall submit all (one (1) original and one (1) copy) invoices under this Contract to the following address:

CONTRACTOR shall send original and duplicate invoices to:

County of Los Angeles
Department of Community and Senior Services
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 23
Los Angeles, CA 90020

5.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Contract Management Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.

5.7 Expenditures incurred by CONTRACTOR in the operation of this Contract shall comply and conform with the Office of Management and Budget (OMB) Circulars. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, the cost principles of the federal Office of

Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of those Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.9 CONTRACTOR must comply with Internal Revenue Service (IRS) requirements to provide its federal and state Tax Identification Number.
- 5.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Accounting Manager, or authorized designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or the overpaid asset may be used at COUNTY's election to off-set future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.12 For work performed in accordance with the terms of this Contract as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit D, Budget, and in the format prescribed by the COUNTY (i.e. personnel,

employee benefits, supplies and expenses, equipment, travel and indirect costs).

- 5.13 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) Days at COUNTY's sole discretion as long as sufficient funds remain available under this Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit D, Budget.

6.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachments I – CONTRACTOR'S Administration and II – County's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department of Community and Senior Services (DCSS), or her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

7.0 CONFIDENTIALITY

- 7.1 CONTRACTOR shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The CONTRACTOR shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.
- 7.2 The CONTRACTOR shall notify the COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. The CONTRACTOR shall not release said information without the COUNTY'S approval.
- 7.3 Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special

precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a “need-to-know” basis, as specifically authorized in the Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the COUNTY and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the COUNTY and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the CONTRACTOR staff, and/or their employees.

- 7.4 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment IX, “CONTRACTOR’s Non-Employee Acknowledgment and Confidentiality Agreement”.
- 7.5 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.6 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR’s attention, and that includes unauthorized access to CONTRACTOR’s computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR’s or COUNTY’s Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.7 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, to the extent CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit B, Attachment XIV, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit B, Attachment XIV, CONTRACTOR's Obligations Under HIPAA.

9.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 9.4.1. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
 - 9.4.2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

9.4.3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

9.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

10.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Attachment XIII, unless waived by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

PART II.
County of Los Angeles Department of Community and Senior Services
STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

- 1.1.1 CONTRACTOR's Program Director is designated in CONTRACTOR's Administration, Attachment I. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.
- 1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's CMM and CCM on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

1.3 CONTRACTOR's Staff Identification

- 1.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 1.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.
- 1.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy

the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

1.4 Background and Security Investigations.

- 1.4.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 1.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 1.4.3 COUNTY may immediately (at the sole discretion of the COUNTY), deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 1.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 1.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment II, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's DCSS Director

Responsibilities of the COUNTY's DCSS Director include:

- ensuring that the objectives of this Contract are met;

- making changes in the terms and conditions of this Contract in accordance with Part II, Section 6.0, Budget Amendment; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

2.2 COUNTY's Contract Management (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

The responsibilities of the COUNTY's CMM include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's CMM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Compliance Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT BY CONTRACTOR

- (a) The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any

payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at the COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

- (b) Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- (c) If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET AMENDMENT

Any amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the COUNTY. No oral conversation between any officer, employee, or agent of the parties shall amend this Contract in any way. COUNTY may make a unilateral amendment to this Contract at any time, if required by federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated, or otherwise reduced, the COUNTY may in its sole discretion, amend the Contract accordingly.

7.0 BUDGET MODIFICATIONS

Any modification of the terms or conditions of this Contract must be by means of a separate written document approved by the COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated, or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

- 7.1 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of twenty-five percent (25%) of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the twenty-five percent (25%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

County of Los Angeles,
Department of Community and Senior Services
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

8.0 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

9.0 CHILD ABUSE PREVENTION REPORTING

- 9.1 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
- 9.1.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 9.1.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect. We are not sure who establishes the procedure and what do we do in this case. We need clarification whether this should be a standard language.

10.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 10.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program
- 10.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
 - 10.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 10.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 50.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

11.0 COMPLAINTS

11.1 CONTRACTOR shall submit to the COUNTY at the time required contract documents are presented to CSS Compliance, CONTRACTOR'S grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all compliant/grievances in accordance with its adopted grievance procedures and to provide the COUNTY with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The CONTRACTOR also assures and agrees that it will be bound by decisions issued under the COUNTY/Program participant grievance procedures.

11.2 At COUNTY'S request, CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.2.1 General Grievance Procedures

- (a) CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract's effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- (b) If, at any time, the CONTRACTOR wishes to change their user complaint policy, the CONTRACTOR shall submit changes to the COUNTY.

- (c) If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- (d) The CONTRACTOR shall preliminarily investigate all user complaints and notify the COUNTY of the status of the investigation within five (5) business days of receiving the complaint.
- (e) When user complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (f) Copies of all written complaint responses shall be sent to the COUNTY five (5) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- (a) The CONTRACTOR certifies and agrees that it shall fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the COUNTY for which the CONTRACTOR is provided actual or constructive notice. The COUNTY reserves the right to review the CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable. Additionally, the CONTRACTOR assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.
- (b) The CONTRACTOR certifies and agrees that it shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this reference. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation by the CONTRACTOR, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.
- (c) The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:
 - (1) California Welfare and Institutions Code (WIC);
 - (2) Social Security Act;

- (3) State Energy and Efficiency Plan (Title 24, California Administrative Code);
- (4) Clean Air Act (Section 306, 42 USC 1857 (h);
- (5) Clean Water Act (Section 508, 33 USC 1368);
- (6) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60);
- (7) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
- (8) California Welfare and Institutions (WIC) Code, Division 8.5, Chapters 1 -12, Section 9000 et seq.;
- (9) California Code of Regulations (CCR), Title 22, Division 1.8, Section 7000 et seq.;
- (10) United States (US) Code, Title 42, Chapter 35, Sections 3001 et seq.;
- (11) Code of Federal Regulations (CFR), Title 45, Part 1321, Section 1321 et seq.;
- (12) CFR, Title 20, Part 641

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment VII., Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

14.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment V., and incorporated by reference into and made a part of this Contract.

14.1.1 Written Employee Jury Service Policy

14.1.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury

Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- 14.1.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.
- 14.1.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately

implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 14.1.1.4 CONTRACTOR's violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create

a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit F, Attachment X, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.3 The Contractor shall submit the following reports for the Program to the County:

19.3.1 Fiscal Reporting:

19.3.1.1 Monthly fiscal reports are due by the tenth (10th) calendar day of the month, following the month covered in the report.

19.3.1.2 Expenditure Closeout Report: A final Expenditure Closeout Report to be submitted on the designated dates and in the form and manner designated by the County Project Director.

19.3.1.2.1 For each fiscal year, or portion thereof, that this Contract is in effect Contractor shall provide to County's Community and Senior Services three (3) copies of the annual Expenditure Closeout Report within the timeframe established by the Department following the close of such fiscal year. This report shall be prepared in accordance with the requirements set forth in written guidelines provided to the Contractor by Director, Community and Senior Services or authorized designee by the end of the fiscal year for which the report is to be prepared.

19.3.1.3 If the Contract is terminated or canceled prior to June 30th, the annual Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Two (2) copies of such report shall be submitted within the designated timeframe after the termination/cancellation date to County's Program Accounting Section.

19.3.1.4 During the term of this Contract where equipment is purchased by Community and Senior Services and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director of the Department, or authorized representative.

19.3.1.5 The monthly fiscal and the annual Closeout reports identified in this section shall be sent to:

County of Los Angeles
Department of Community and Senior Services
3175 West Sixth Street, Box 8
Los Angeles, California 90020
Attention: Program Accounting

19.3.2 Program Income

All revenues, which have been properly earned in excess of costs for each program, including program interest, are to be treated as Program Income. The Contractor shall be responsible for tracking all Contract revenues and expenditures for the AAA program, including submission of the following:

- 19.3.2.1 Contractor generates a Program Income Statement Report on Contract revenues versus expenditures. This is submitted to the CSS Program Accounting Section with the Expenditure Closeout Report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.
- 19.3.2.2 A Plan for Disposition of Program Income, which must be reported by the Contractor to the County within thirty (30) days after the Income Statement Report is due.
- 19.3.2.3 Program Income must be spent on line items identified in the Plan, unless the plan is officially amended. This Plan will be reviewed by the County for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.
- 19.3.2.4 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a Final Report on Disposition to the County.
- 19.3.2.5 If the Final Report on Disposition is not submitted on the scheduled date, the County shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

19.3.3 Cost Allocation Plan for Cost Reimbursement Activities

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's designated Contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in Contract termination.

19.3.4 Property/Capital Expenditures

All property costing five thousand dollars (\$5,000.00) or more purchased with Program funds requires prior written permission from the County Project Director and State and must be depreciated and tagged and tracked as property of the Los Angeles County Area Agency on Aging Programs.

19.3.5 Nonexpendable Property

The Contractor shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

19.3.5.1 Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

19.3.5.2 In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

19.3.6 Capital Improvements

Contractor shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the AAA Director or authorized designee.

19.3.7 Contractor to Notify County When it has Received 75% of the Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to CSS at the address herein provided under Section 7 Notices/ Authorized Signatures.

19.3.8 Contractor to Notify County When it is Within 6 Months from Expiration

The Contractor shall notify CSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to CSS at the address herein provided under Section 7 Notices/Authorized Signatures.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, find in its discretion, that the CONTRACTOR has done any of the

following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment III the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

22.0 CONTRACTOR'S WORK

22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit B, Statement of Work/Proposed Program Services, and Mandated Program Requirements.

- 22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected shall be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 CRIMINAL CLEARANCES

- 24.1 For the safety and welfare of the people served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with people in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 24.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 24.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

25.0 DISALLOWED COSTS

The CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay to the COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, and regulations.

26.0 EMPLOYEE BENEFITS AND TAXES

26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

29.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

30.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year, see

Attachment XV. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Attachment XVI, by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Attachment XVII.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

33.0 INDEPENDENT CONTRACTOR STATUS

33.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

33.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

33.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the

COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

34.0 LIQUIDATED DAMAGES

- 34.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 34.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

- 34.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 34.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

35.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

36.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

37.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 37.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 37.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment VII, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.
- 37.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with

all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 37.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 37.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 37.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 37.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to suspend or terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 37.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

38.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from

acquiring similar, equal, or like goods and/or services from other entities or sources.

39.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

40.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment IV.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 44.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 44.3;
- 43.5.2 Any materials, data and information covered under Sub-section 44.2; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

44.0 PUBLIC RECORDS ACT

- 44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

- 45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- ♦ The CONTRACTOR shall develop all publicity material in a professional manner; and
 - ♦ During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.
- 45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Subparagraph 45.0 shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by the CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Contract Compliance Manager within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 46.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: (a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or

(b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment VI of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

- 49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 49.2.1 A description of the work to be performed by the Subcontractor;
 - 49.2.2 A draft copy of the proposed subcontract; and
 - 49.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 49.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 49.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 49.7.1 An executed Exhibit B, Attachment VIII., "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 5.2, Insurance Coverage Requirements, of this Contract, and

- 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
- 50.1.1 CONTRACTOR has materially breached this Contract;
- 50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided Sub-section 50.1, the COUNTY may procure, upon such terms

and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 50.0.

- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 50.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section 50.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 50.0 or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 51.0, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil

Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 33.0, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section 50.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

- 52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

- 53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- 53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- 53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or
- 53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section 53.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated for any reason, the COUNTY may terminate this Contract without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services are changed, the COUNTY may modify this Contract accordingly. Termination or modification pursuant to this section shall be effective on the date notice is posted to the CONTRACTOR.

57.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCSS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCCS, upon demand by COUNTY.

58.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

59.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 59.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

60.0 WARRANTY AGAINST CONTINGENT FEES

- 60.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 60.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Department of Community and Senior Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Deputy County Counsel

**LOS ANGELES COUNTY AREA AGENCY ON AGING
FY 2006-2007 - ICM
FUNDING RECOMMENDATIONS**

Attachment B

	AGENCY	SERVICES	SPA	SUPERVISORIAL DISTRICT(S)	FUNDING TOTAL
1	Alhambra, City of	Care Management, Intake, Assessment, Care Plan, Purchase of Service	3	5	\$42,255
2	AltaMed Health Services Corporation	Care Management, Intake, Assessment, Care Plan, Purchase of Service	4,7	1,4	\$325,429
3	Antelope Valley Committee on Aging	Care Management, Intake, Assessment, Care Plan, Purchase of Service	1	5	\$131,648
4	Armenian Relief Society of Western U.S.A., Inc.	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,3	5	\$51,159
5	Behavioral Health Services, Inc.	Care Management, Intake, Assessment, Care Plan, Purchase of Service	8	4	\$85,128
6	Chinatown Service Center/ ESCAPA	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,3,4, 5,6,7,8	ALL	\$258,085
7	El Monte, City of	Care Management, Intake, Assessment, Care Plan, Purchase of Service	3	1,5	\$97,545
8	Gardena, City of	Care Management, Intake, Assessment, Care Plan, Purchase of Service	8	2	\$64,540
9	Glendale, City of Parks, Recreation and Community Services	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2	5	\$83,054
10	Human Services Association	Care Management, Intake, Assessment, Care Plan, Purchase of Service	6,7	1,2,4	\$273,500
11	Inglewood, City of	Care Management, Intake, Assessment, Care Plan, Purchase of Service	5,8	2	\$185,169
12	Jewish Family Services of Los Angeles	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,4,5	1,2,3,5	\$288,565
13	Office of Samoan Affairs	Care Management, Intake, Assessment, Care Plan, Purchase of Service	8	2,4	\$61,767
14	Pasadena Hospital Association Ltd. dba Huntington Senior Care	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,3	1,4,5	\$427,295
15	San Gabriel Valley YWCA	Care Management, Intake, Assessment, Care Plan, Purchase of Service	3	1,4,5	\$42,255
16	Santa Anita Family Services	Care Management, Intake, Assessment, Care Plan, Purchase of Service	3	1,5	\$298,899
17	Santa Clarita Valley Committee on Aging	Care Management, Intake, Assessment, Care Plan, Purchase of Service	1,2	3,5	\$167,000
18	Senior Care Action Network/ SCAN	Care Management, Intake, Assessment, Care Plan, Purchase of Service	6,7,8	2,4	\$294,995

**LOS ANGELES COUNTY AREA AGENCY ON AGING
FY 2006-2007 - ICM
FUNDING RECOMMENDATIONS**

Attachment B

	AGENCY	SERVICES	SPA	SUPERVISORIAL DISTRICT(S)	FUNDING TOTAL
19	Single Room Occupancy Housing Corp.	Care Management, Intake, Assessment, Care Plan, Purchase of Service	4	1	\$151,250
20	Southeast Area Social Services Funding Authority/ SASSEA	Care Management, Intake, Assessment, Care Plan, Purchase of Service	7	1,4	\$88,118
21	Special Services for Groups	Care Management, Intake, Assessment, Care Plan, Purchase of Service	6,7,8	2,4	\$235,924
22	Villa Esperanza	Care Management, Intake, Assessment, Care Plan, Purchase of Service	2,3	1,3,5	\$343,983
23	WISE Senior Services	Care Management, Care Plan, Assessment, Intake, Purchase of Services	ALL	ALL	\$270,252
	TOTAL		ALL	ALL	\$4,267,815



**COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
AREA AGENCY ON AGING PROGRAMS
AMENDMENT NO. ONE TO CONTRACT NO. _____
FISCAL YEAR 2006-07**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES INTEGRATED CARE MANAGEMENT (ICM) PROGRAM GRANT PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS") AND _____ ("CONTRACTOR"), ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 21, 2005, AND FURTHER IDENTIFIED AS AGREEMENT NO. _____, HEREINAFTER REFERRED TO AS "CONTRACT."

This Amendment is made and entered into this _____ day of _____ 2006 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR."

WHEREAS, the Older Americans Act (OAA) (Title 42 Chapter 35, Section 3001 et seq. of the U.S. Code) and the Older Californians Act (OCA) (Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq.) have authorized and/or implemented the Integrated Care Management Program (hereinafter, the "Program"), the purpose of which is to provide comprehensive, long-term services that utilize the care manager's professional skills and competence to service the client, and link the client to a full range of appropriate services, using all available informal supports and funding sources; and

WHEREAS, the parties hereto have previously entered into the above referenced Contract to provide intake screening (excludes Adult Protective Services (APS) cases); in-home assessment; care planning; service authorization/arrangement; case monitoring; and inter-agency coordination for the period of July 1, 2005 to June 30, 2006; and

WHEREAS, on _____, the Los Angeles County Board of Supervisors delegated authority to amend this Contract to extend its term on a month-to-month basis, not to exceed twelve (12) months, for a revised contract total for expenditure during the extended term of the Contract only.

NOW, THEREFORE, in consideration of the foregoing, the Contract is modified as follows:

- I. Section 1, APPLICABLE DOCUMENTS, is deleted and replaced with the

following:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Contract consists of this eight-page document and the following exhibits, inclusive:

- (1) Standard Terms and Conditions (Exhibit A-1)
- (2) Mandated Program Requirements (Exhibit B)
- (3) Statement of Work (Exhibit C)
- (4) Supplemental Statement of Work (Exhibit C-1)
- (5) Budget (Exhibit D)
- (6) Supplemental Budget (Exhibit D-1)
- (7) Performance Requirements (Exhibit E)
- (8) Department Required Documents (Exhibit F)
- (9) Program Required Documents (Exhibit G)

(b) In the event of any conflict in the definition or interpretation of any work, responsibility, or contents of a deliverable product or service between this eight-page document, or any amendment thereto, said conflict or inconsistency shall be resolved first in favor of Mandated Program Requirements (Exhibit B) and then in favor of the Standard Terms and Conditions (Exhibit A-1) to this Contract.

II. Section 2, CONTRACTOR OBLIGATIONS, Subsections (b) and (d) are deleted and replaced with the following:

(b) In addition to the other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statements of Work (Exhibits C and C-1), in accordance with applicable Mandated Program Requirements (Exhibit B).

(d) Contractor shall provide the mandated programs of insurance at the limits indicated in Section 903 (Insurance Coverage Requirements) of the Standard Terms and Conditions (Exhibit A-1) to this Contract.

III. Section 3, COUNTY FISCAL OBLIGATION, is deleted and replaced with the following:

SECTION 3. COUNTY FISCAL OBLIGATION. The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (**Exhibit C**) and its addendum (**Exhibit C-1**) in accordance with relevant invoicing policies and procedures set forth in this

Contract, provided, however, that the total amount obligated and paid to CONTRACTOR does not exceed the total value of the Contract, and the monthly total does not exceed the monthly maximum, detailed in this Section, below.

The maximum contract sum for the period beginning July 1, 2006 and continuing on a monthly basis for a time period not to exceed twelve (12) months is \$_____, with a monthly maximum not to exceed \$_____. Any monies previously allocated under this Contract which remain unspent as of June 30, 2006, are forfeited and are not available for expenditure after that date.

IV. Section 5, TERM is deleted and replaced with the following:

SECTION 5. TERM. The term of this Contract shall be extended beginning July 1, 2006, for a period of thirty days, automatically extending for additional thirty day increments on a monthly basis, for a total time period not to exceed twelve (12) months. Notice of termination of this Contract shall be provided in accordance with Exhibit A-1, Standard Terms and Conditions, Section 1102.

V. The attached **Exhibit A-1**, Standard Terms and Conditions, will replace the original **Exhibit A** of the Contract in its entirety.

VI. The attached **Exhibit C-1**, Supplemental Statement of Work, will be an addendum to the original **Exhibit C** of the Contract.

VII. The attached **Exhibit D-1**, Supplemental Budget, will be an addendum to the original **Exhibit D** of the Contract.

This Contract is comprised of this Amendment, the attached exhibits, the original Contract, which is the subject of this amendment, and the exhibits attached thereto. **Except where modified by this Amendment, the terms and conditions of the original Contract shall remain in full force and effect.**

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has authorized this Amendment to be executed by the Director of Community and Senior Services, or her designee, and the CONTRACTOR has executed the same through its authorized officer, on the day, month, and year first written above. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Community and Senior Services
County of Los Angeles

Approved As to Form:
Raymond G. Fortner, Jr.

By _____
Deputy County Counsel

CONTRACTOR

Contractor's Name (Print)

By _____
Authorized Signature

(Print or Type Name)

Title (Print or Type)

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LOS ANGELES COUNTY AREA AGENCY ON AGING

**Minority Participation/Ownership of Firms/Agencies/Entities
Percent Women/Minority Participation**

	Firm/Agency/Entity	Ownership Women/ Minority	Partners Women/ Minority	Governing Body Members Women/Minority	Paid Staff Women/Minority
1	Alhambra, City of	N/A	N/A	0% / 40%	100% / 63%
2	AltaMed Health Services Corporation	N/A	N/A	30% / 80%	74.4% / 96.7%
3	Alzheimer's Association	N/A	N/A	9.9% / 56%	34.5% / 85.2%
4	Antelope Valley Committee on Aging	N/A	N/A	18% / 45%	33% / 88%
5	Armenian Relief Society of Western U.S.A., Inc.	N/A	N/A	100% / 100%	95% / 100%
6	Azusa, City of	N/A	N/A	20% / 40%	83% / 33%
7	Behavioral Health Services, Inc.	N/A	N/A	18% / 55%	0% / 100%
8	Bet Tzedek	N/A	N/A	26% / 0%	68% / 21%
9	Burbank, City of	N/A	N/A	83% / 0%	71% / 47%
10	Casa Maravilla, Inc.	N/A	N/A	25% / 87%	58% / 97%
11	Center for Health Care Rights	N/A	N/A	42% / 25%	100% / 78%
12	Claremont, City of	N/A	N/A	60% / 0%	100% / 25%
13	Consulting Nutritional Services	100% / 0%	100% / 0%	100% / 0%	100% / 24%
14	Culver City	N/A	N/A	20% / 0%	30% / 29%
15	Dickson Community Lighted Schools	N/A	N/A	63% / 86%	69% / 100%
16	El Monte, City of	N/A	N/A	40% / 40%	50% / 100%
17	ESCAPA/ Chinatown Service Center	N/A	N/A	87% / 31%	91% / 73%
18	Food and Nutrition Management Services	100% / 45%	100% / 45%	100% / 45%	75% / 66%
19	Gardena, City of	N/A	N/A	40% / 60%	50% / 100%
20	Glendale, City of Parks, Recreation and Community Services.	N/A	N/A	20% / 20%	64% / 82%
21	Heritage Clinic & Community Assistance	N/A	N/A	25% / 50%	80% / 33%
22	Human Services Association	N/A	N/A	53% / 53%	79% / 64%
23	Inglewood, City of	N/A	N/A	75% / 75%	75% / 88%
24	Jewish Family Services of Los Angeles	N/A	N/A	0% / 58%	0% / 100%
25	Just Rite Community Programs, Inc.	N/A	N/A	80% / 20%	87.5% / 75%
26	Life Steps Foundation	N/A	N/A	45% / 74%	87% / 100%
27	Little Tokyo Service Center	N/A	N/A	0% / 67%	55% / 90%

Attachment C

28	LAREI Rancho Adult Day Services	N/A	N/A	60% / 25%	80% / 30%
29	Norwalk, City of	N/A	N/A	50% / 0%	98% / 75%
30	Office of Samoan Affairs	N/A	N/A	57% / 100%	50% / 77%
31	Oldtimers Foundation, Inc.	N/A	N/A	0% / 33%	52% / 78%
32	Partners In Care Foundation	N/A	N/A	10% / 35%	32% / 79%
33	Pasadena Hospital Association Ltd. dba Huntington Memorial Hospital/ Huntington Senior Care Network	N/A	N/A	17% / 11%	75% / 61%
34	Pomona, City of	N/A	N/A	75% / 33%	83% / 67%
35	Pomona Valley Community Services, Inc.	N/A	N/A	46% / 13%	100% / 25%
36	San Gabriel Valley YWCA	N/A	N/A	100% / 38%	90% / 45%
37	Santa Anita Family Services	N/A	N/A	20% / 45%	86% / 86%
38	Santa Clarita Valley Committee on Aging	N/A	N/A	16% / 37%	24% / 76%
39	Santa Monica, City of	N/A	N/A	29% / 14%	71% / 35%
40	Senior Care Action Network (SCAN)	N/A	N/A	22% / 12%	63% / 49%
41	Single Room Occupancy Housing Corp	N/A	N/A	-- / 0.5%	30.8% / 83.1%
42	South El Monte, City of	N/A	N/A	20% / 100%	67% / 67%
43	Southeast Area Social Services Funding Authority	N/A	N/A	40% / 40%	74% / 52%
44	Special Services for Groups	N/A	N/A	90% / 14%	95% / 55%
45	Torrance South Bay Area Family YMCA	N/A	N/A	9% / 11%	14% / 57%
46	USC/LA Caregiver Resource Center	N/A	N/A	12% / 20%	90% / 85%
47	Villa Esperanza	N/A	N/A	48% / 76%	60% / 73%
48	West Covina, City of	N/A	N/A	43% / 23%	100% / 100%
49	WISE Senior Services	N/A	N/A	10% / 53%	50% / 100%